

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
INTERNATIONAL PRIORITY AIRMAIL, COMMERCIAL ePACKET,
PRIORITY MAIL EXPRESS INTERNATIONAL, PRIORITY MAIL
INTERNATIONAL & FIRST-CLASS PACKAGE INTERNATIONAL SERVICE
CONTRACT

Docket No.
MC2020-166

COMPETITIVE PRODUCT PRICES
INTERNATIONAL PRIORITY AIRMAIL, COMMERCIAL ePACKET,
PRIORITY MAIL EXPRESS INTERNATIONAL, PRIORITY MAIL
INTERNATIONAL & FIRST-CLASS PACKAGE INTERNATIONAL SERVICE
CONTRACT 5 (MC2020-166)
NEGOTIATED SERVICE AGREEMENTS

Docket No.
CP2020-189

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION ONE TO INTERNATIONAL PRIORITY AIRMAIL,
COMMERCIAL ePACKET, PRIORITY MAIL EXPRESS INTERNATIONAL,
PRIORITY MAIL INTERNATIONAL & FIRST-CLASS PACKAGE INTERNATIONAL
SERVICE CONTRACT 5 NEGOTIATED SERVICE AGREEMENT
(October 6, 2020)**

In Order No. 5569, the Postal Regulatory Commission (Commission) included International Priority Airmail, Commercial ePacket, Priority Mail Express International, Priority Mail International & First-Class Package International Service Contract 5 (Agreement) within the competitive product list.¹ Attached to this notice is a Modification One to the Agreement. The modification revises Articles 2, 3, 7, and 13 of the Agreement, as well as includes Annexes 1A, 2A, and 5A, adding duty and tax chargeback to the Agreement.

A redacted version of Modification One is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the non-

¹ PRC Order No. 5569, Order Adding International Priority Airmail, Commercial ePacket, Priority Mail Express International, Priority Mail International, and First-Class Package International Service Contracts to the Competitive Product List, Docket Nos. MC2020-166 and CP2020-189, June 29, 2020, at 12-13, 15.

public version of Modification One, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated June 15, 2020, in this docket.²

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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October 6, 2020

² USPS Request to Add International Priority Airmail, Commercial ePacket, Priority Mail Express International, Priority Mail International & First-Class Package International Service Contract 5 to Competitive Product List and Notice of Filing Materials Under Seal, Docket Nos. MC2020-166 and CP2020-189, June 15, 2020, Attachment F.

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on June 4, 2020, and by the USPS on June 8, 2020. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following seven changes to the Agreement.

First, the following paragraph (25) is added to Article 2.

(25) "Modification One Effective Date" means the first date on which USPS is willing to accept Qualifying Mail in accordance with Modification One to this Agreement.

Second, Article 3(1) is replaced with the following:

(1) PMEI. Every item must comply with the preparation requirements set forth in IMM 220 for Priority Mail Express International. Priority Mail Express International Flat Rate items are not Qualifying Mail under this Agreement.

[REDACTED]

PMEI [REDACTED] Chargeback

In order to qualify for the rates in the PMEI Annex under the [REDACTED] Chargeback Program, PMEI Duty and Tax Chargeback Qualifying Mail items must also comply with the requirements in the PMEI [REDACTED] Document.

Third, Article 3(2) is replaced with the following:

(2) PMI. Every item must comply with the preparation requirements set forth in IMM 230 for Priority Mail International. Priority Mail International Flat Rate items are not Qualifying Mail under this Agreement. In order to qualify for the rates in the PMI Annex concerning Presort Drop Shipment Items, PMI Qualifying Mail items must also comply with the preparation requirements and payment requirements that the USPS shall provide the Mailer ("*PMI Presort Drop Shipment Mailer Preparation Requirements*").

PMI [REDACTED] Chargeback

In order to qualify for the rates in the PMI Annex under the [REDACTED] Chargeback Program, PMI Duty and Tax Chargeback Qualifying Mail items must also comply with the requirements in the PMI [REDACTED] Chargeback Preparation Requirements Document.

Fourth, Article 3(5) is replaced with the following:

(5) CeP. Every item must comply with the preparation requirements and payment requirements that the USPS shall provide the Mailer ("*CeP Mailer Preparation Requirements Document*");

CeP [REDACTED] Chargeback

In order to qualify for the rates in the CeP Annex under the [REDACTED] Chargeback Program, CeP Duty and Tax Chargeback Qualifying Mail items must also comply with the requirements in the CeP [REDACTED] Chargeback Preparation Requirements Document.

Fifth, the following paragraph (1A) is added to Article 7.

(1A) The Mailer will continue to pay postage according to Annex 1, 2, and 5 until 11:59 p.m. on the day prior to the Modification One Effective Date. From the Modification One Effective Date until the expiration of this Agreement, the Mailer will pay postage according to Annexes 1A, 2A, and 5A attached hereto.

Sixth, Article 13(1) of the Agreement is revised to state the following.

13. Term of the Agreement (1) The USPS will notify the Mailer of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. In addition, the USPS will notify the Mailer of the Modification One Effective Date as soon as possible, but no later than thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. If the Effective Date of this Agreement is not the first of the month, the Agreement shall remain in effect until the last day of the month in which the Effective Date falls in the year subsequent to the Effective Date (for example, if the Effective Date of the Agreement is April 2 or a later day in April, the Agreement will expire on April 30 in the subsequent year), unless terminated sooner pursuant to Article 14.

Seventh, Annexes 1A, 2A, and 5A attached to this Modification are added to the Agreement.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (MC2020-166 and CP2020-189). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR202#, in which "202#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3011 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Donald W. Ross

Name:

Donald W Ross

Title:

Director, Intl Sales

Date:

10/1/2020

ON BEHALF OF

Signature:

Name:

Title:

Date:

- ANNEX 1A PMEI ANNEX – PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL
- ANNEX 2A PMI ANNEX – PRICES FOR PRIORITY MAIL INTERNATIONAL
- ANNEX 5A CeP ANNEX – PRICES FOR COMMERCIAL E-PACKET SERVICE

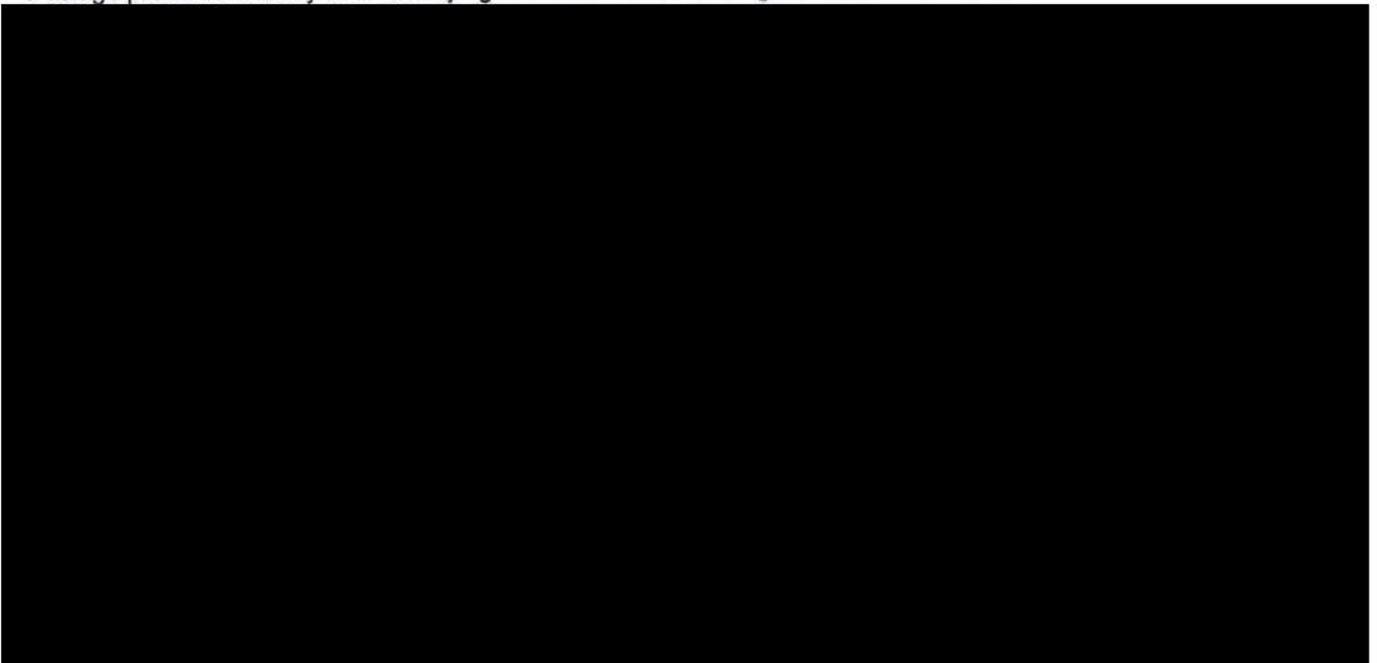
**ANNEX 1A PMEI ANNEX
PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL QUALIFYING
MAIL**

Postage prices for Priority Mail Express International Qualifying Mail items under this Agreement are as follows.



**ANNEX 2A PMI ANNEX
PRICES FOR PRIORITY MAIL INTERNATIONAL QUALIFYING MAIL**

Postage prices for Priority Mail Qualifying Mail items under this Agreement are as follows.



**ANNEX 5A CeP ANNEX
PRICES IN UNITED STATES DOLLARS FOR
COMMERCIAL EPACKET SERVICE**

